BANGALORE ELECTRICTY SUPPLY COMPANY LIMITED

(Wholly owned by Government of Karnataka undertaking)

ESTIMATE No: BESCOM /2023-24/SE0078, Dated: 08.12.2023

INSTRUCTIONS TO BIDDERS

FOR

Comprehensive Annual maintenance contract of 120 KVA NBS installed at BICC1 and BICC2 Control Center's (HSR & Rajajinagar) DAS,BESCOM, Bangalore for a period of One Year .

Issued By

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SECTION-I

INSTRUCTIONS TO BIDDER

1.BRIEF DESCRIPTION:

The General Manager (DAS) on behalf of Bangalore Electricity Supply Company Limited (BESCOM) invites tender for **"**Comprehensive Annual maintenance contract of 120 KVA NBS installed at BICC1 and BICC2 Control Center's (HSR & Rajajinagar) DAS, Bangalore".

1. Tender Estimate No.	**BESCOM/2023-24/SE0078, dated: 08.12.2023**
2. Name of the works	**Comprehensive annual maintenance of 120 KVA NBS installed at BICC1 and BICC2 control centers (HSR Layout & Rajajinagara), Bangalore".**
3. Details of existing 120kVA NBS	**120kVA UPS details:** 1) Make: ABB India ltd(OEM) 2) Model: Power Wave 33 S3 series 3) No of units: 4 Nos (A1, A2, B1 & B2) each at both control centers **Battery details:** 1) 12V, 150AH VRLA Batteries for PW 33 120kVA UPS system 2) Make: FN00-NXTPLUS150- EXIDE 3) No of Batteries: 384 Nos each at both control centers
4. Approx. Amount Put to tender	Rs. 18,64,400/- (Rupees Eighteen lakhs sixty four thousand four hundred only)
5. Tender processing fee	Refer e-procurement website https://kppp.karnataka.gov.in.
6. Earnest Money Deposit	Rs. 46610/- (Rupees Forty six Thousand Six Hundred ten Only)
7. Validity of Tender	180 days
8. Type of Tender	Two cover system
Tender Schedule	
9. Date of availability of Bids in e-proc portal	**19.12.2023, 16:00 Hours onwards**
10. Last date to submit bid queries	**26.12.2023 up to 11:00 Hours**
11. Last date and time for submission of Bids documents	**03.01.2024 up to 16:00 Hours**
12. a) Date and Time of opening of Technical bid b) Date and Time of opening of Price Bid	a) **05.01.2024, 16:00 Hours onwards** b) Will be opened after the Completion of Technical Evaluation.
13. General Terms and Conditions	Refer bid documents
14. Scope of work	Refer bid documents

1 INTENT OF THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

BESCOM intends to hire the service of a professional company for the award of the Comprehensive Annual Maintenance Contract (CAMC) of 120 KVA NBS Uninterrupted power supply (UPS) installed at BICC-1, HSR Layout and BICC-2, Rajajinagar for their regular maintenance and prompt repair.

It is intended to select a company for the award of the Comprehensive Annual Maintenance Contract (CAMC) including cost of all new original genuine spares to be provided by company if required for proper functioning of 120kVA UPS as indicated in Annexure A of ITB clause.

The company with whom comprehensive AMC will be executed shall be required to replace all the defective parts of the equipment with genuine original spare parts of respective OEM make. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly. Bids received as per the prescribed instruction will be evaluated on the basis of documents, qualification/eligibility criteria as indicated in the tender documents and lowest prices.

2 SCOPE OF WORK:

The scope of work includes comprehensive preventive maintenance & corrective/Replacement work on occurrence of breakdown of 120 KVA NBS Uninterrupted power supply (UPS) as detailed below.

a) All the spares annexed in Annexure A of ITB clause shall be replaced at free of cost under comprehensive maintenance for a period of One year at BICC-1 and BICC-2 centers at HSR layout and Rajajinagar.

b) Contractor shall provide Round the clock access to the technical support on phone lines.

c) The response time shall be 4 hour from the call time.

d) The contractor shall provide genuine parts only for replacement if any.

e) No of visits-4 regular preventive maintenance in a year.

f) Breakdown maintenance -4Nos

During preventive maintenance the following checks shall be carried out.

a) Checking the status and function of UPS and batteries.

b) Visual inspection of UPS and Batteries (dust, mechanical damages) and of screws and cable connections.

c) Checking of air ventilation and room temperature.

d) Checking the operation and function (communications, remote monitoring and signalling)

e) Measurement of current, voltage and frequencies

f) Measure and record the current load conditions.

h) Check the load sharing (only in parallel systems).

i) Timely advice on available technical upgrades.

j) It is the responsibility of the contractor to carry out the preventive maintenance in such a way as to avoid break down to the working critical systems.

k) Deep Battery test.

i) Battery voltage check.

j) Battery discharge test.

The battery testing can be carried out independently of the operation mode and whether or not the load is connected .The battery maintenance shall be done by authorized service partner .Timely advice on available technical upgrades and replacement of failed batteries shall be provided.

Breakdown maintenance

Breakdown maintenance is earmarked to attend the critical defects .The contractor shall respond by sending qualified service engineer within 4 hours from the call time and to attend the fault, replace the defective parts with good ones so that the equipment is in healthy working condition.

The CAMC would be comprehensive in nature i.e. including maintenance of equipments & replacement of defective spares to be done with new original spares in original packing for proper functioning of 120kVA NBS UPS as per Annexure- A installed at BICC-1,HSR Layout and BICC-2,Rajajinagar. If any part gives repeated problems i.e. 2 or more repairs in a period of two months time, then the contractor must replace it immediately with an original new one without any additional cost on the part of BESCOM. It will also cover damage and burning of any part of the systems. All the components required to be replaced will be of original make(OEM) only.

3 PERIOD OF CONTRACT

The Contract period is for one year and extendable for one more year on mutual consent based on the satisfactory performance of the firm.

4 QUALIFYING REQUIREMENTS

TECHNICAL REQUIREMENTS		
Sl. No.	**Pre-Qualifying Requirements (PQR)**	**Documents to be uploaded.**
1	The bidder shall be a registered sole proprietorship firm or registered & unregistered under partnership Act 1932 or a company incorporated under companies Act 1956/2013 incorporated under partnership act and companies Act 1956/2013	Bidder shall upload Certificate of Incorporation in case of Registered Company/ Partnership deed in case of Partnership Firm/proprietorship registration certificate/GST registration certificate in case proprietor ship firm.

2	The bidder shall be the OEM /authorized service provider of Power wave 33 S3 120KVA NBS.	Bidder shall upload a copy of valid SSI Certificate/Industrial license/UDYAM registration MSME or any other relevant document. In case authorized service provider, Authorization letter issued by OEM for supply and maintenance of NBS shall be uploaded
3	The bidder (OEM/authorized service provider) should have Supplied /carried out at least one Annual Maintenance Contract for Power wave 120KVA or above NBS during the last five years from 2018-19, 2019-2020, 2020-2021, 2021-2022 and 2022-23 in any of the Central/State Government, Undertaking Electrical Utility, Government bodies / Public /Private sector. The value of such work not less than 90% of Estimated value of the contract Note: Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weightage of 10% per year to bring them to the price level of FY in which the tenders are invited.	Bidder shall upload PO or DWA from an officer not less than the rank of Executive Engineer or equivalent rank officials of Central/State Government, Undertaking Electrical Utility, Government bodies or Public sector.
4	The bidder (OEM/authorized service provider) should have successfully completed atleast one Annual Maintenance Contract completed for Power wave 120KVA or above NBS during the last five years i.e., 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 in any of the Central/State Government, Undertaking Electrical Utility, Government bodies / Public /Private sector	Bidder shall upload Performance certificate or Work completion certificate issued from an officer not below the rank of Executive Engineer or equivalent rank officials of Central/State Government, Undertaking Electrical Utility, Government bodies or Public sector.

5	The bidder must have been ISO 9001:2015 certified for Supply/manufacturer/authorised service provider of UPS system.	Bidder shall upload ISO certificate.
6	The bidder must have functional office in the Bangalore city for which bidder/agency wants to participate.	Bidder shall upload notarized Self-declaration
FINANCIAL CAPABILITIES		
7	The Annual Turnover should not be less than TWO times the Amount Put To Tender in any two of preceding Five financial years viz., 2017-18, 2018-19, 2019-20, 2020-21& 2021-22	The bidder shall upload a certified copy of the audited annual account statement/balance sheet/Profit and Loss statement preceding five financial years viz., 2017-18, ,2018-19,2019-20, 2020-21& 2021-22.
8	The Liquid Assets as on 31.07.2023 or at later date before last date of submission of technical bid consisting of cash at bank + Term Deposits + availability of fund based credit facilities in any of the Nationalized bank or Scheduled Bank shall not be less than 25% of the amount put to tender. The cash at bank, bank deposits and fund based credit facilities as on 31.07.2023 or at later date before last date of submission of technical bid shall be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance on given date. (The bidder is having the bank accounts in multiple banks. The cash at bank, bank deposits and fund based credit facility for the bidder should on the same date for all the banks). In case of Fund based credit facility, the certificate	The cash at bank, bank deposits and fund based credit facilities as on 31.07.2023 or at later date before last date of submission of technical bid shall be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance amount on given date. (The bidder is having the bank accounts in multiple banks, the documents issued by banks supporting cash at bank, bank deposits and fund based credit facility for the bidder, should on the same date for all the banks).

	issued by the scheduled/nationalised bank duly mentioning the sanctioning limits / funds.	
GENERAL REQUIREMENTS		
9	Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have: a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or b) Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or c) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.; and/or d) Defaulted/short closed due to non-performance against the order placed by any Public Electrical Utility/Govt. utility.; and/or e) Black-Listed by any Public Electrical Utility/Govt.	Bidder shall upload notarized Self-declaration.
10	Litigation History: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23. A consistent	Bidder shall upload notarized Self-declaration

	history of awards involving litigation against the Bidder may result in rejection of Bid.	
11	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Bidder shall upload Registration certificate issued by the competent authority.
12	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: *I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)*	Bidder shall upload notarized Self-declaration as per enclosed format specified.

5 PAYMENT

a) The Payment to the Contractor/selected bidder/Agency for the Performance of the Contract will be made by the Owner as per the guidelines and Conditions specified herein and as per the payment terms stipulated vide clause "Payment Terms". All Payments made during the Contract shall be on account Payments only.

b) All Payments under the Contract shall be in Indian Rupees only.

c) The Contract Price Schedule shall remain constant throughout the period of execution of Contract.

5.1 PAYMENT TERMS:

a) The payment towards annual maintenance contract will be made at the end of every half year after successful completion of maintenance period.

b) The payment will be made by AGM (F&C) DAS section duly after the submission of certificates of fulfilling AMC works from the concerned Manager(DAS), AGM(DAS), DGM(DAS) with counter signature from GM (DAS).

c) The selected bidder shall raise and submit a Bi-annual maintenance invoice in triplicate to the General Manager (DAS) along with report containing completion maintenance activity as per the schedule.

6 TYPE OF TENDER:

Tender is invited in two part system as below:

6.1 PART-I: TECHNO-COMMERCIAL BID

Techno commercial bid contains technical and commercial conditions of the tender.

The bidders shall read all technical particulars and commercial conditions carefully before uploading the same in the e-procurement portal. The relevant documents in support of meeting the eligibility criteria should be furnished in the techno-commercial bid.

6.2 PART-II: PRICE BID

The Bidder shall furnish Unit computed Firm price inclusive of all applicable taxes and duties on the e-procurement portal.

ISSUE OF TENDER DOCUMENTS:
Tender documents can be downloaded from e-procurement portal https://kppp.karnataka.gov.in. on or after 16:00Hrs of 19-12-2023 (Free of cost).

6.3 CONTENTS OF BIDDING DOCUMENT:

The bidding documents are as follows:

Section I - Invitation for Bids (IFB)

Section II - Instructions to Bidders (ITB)

Section III - General Terms and Conditions of Contract (GCC)

Section IV - Annexures

7 UNDERSTANDING OF BID DOCUMENTS:

The prospective bidder is expected to read all instructions, forms, terms and specifications in the bid documents and fully inform himself about all the terms and conditions. Failure to upload all information as per the bid document or submission of bid with partial information will be at the bidder's risk and is liable for rejection.

8 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Techno - Commercial and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9 CLARIFICATIONS ON BID DOCUMENTS:

a) If the prospective bidder finds any discrepancies or omissions in specifications, document or is in doubt as to the true meaning of any part, he shall at once make a request in writing, for an interpretation/ clarification, to the employer.

b) The employer will issue clarifications as fit in writing/ upload in the website/issue corrigendum in the website/ issue instructions in the website for any such requests received from the bidder seeking clarification **on or before 26-12-2023 at 11:00Hrs.**

c) All the clarifications will be notified to the bidders in the e-procurement website and all such clarifications shall form part of the Bidding Document and the same shall be incorporated in the bids.

d) Verbal clarification and information given by employer or his employee(s) or his representative(s) shall in no way be binding on the employer.

e) Based on the queries and responses at any time prior to the deadline for submission of the bid (technical and financial proposals) or extended date, if deemed necessary, BESCOM reserves the right to add/modify/ delete any portion of this document by issuing an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on the bidders.

f) Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform and need to mention their firm credentials along with online queries.

10 AMENDMENT TO BIDDING DOCUMENT:

a) The employer at his discretion may alter, amend or modify the bidding conditions at any time prior to the last date fixed for submission of bids. All such amendments or modifications will be notified in e-Procurement portal and the Employer will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

b) In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids employer may at his discretion extend the last date for submission of bids as deemed fit.

c) Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

d) The addendum/corrigendum will be uploaded on the https://kppp.karnataka.gov.in. website. Bidders are requested to visit the website frequently to check for any amendments.

11 LANGUAGE OF BID:

The bids shall be prepared in English language. Bids submitted other than English language is liable for rejection. All correspondence including clarifications if any will be communicated in English language only.

12 VALIDITY OF BIDS:

Bids shall remain valid for 180 Days from the date of opening of the Bids as prescribed by BESCOM.

In exceptional circumstances, the employer may seek bidder's consent for an extension of the bid validity period. The request and consent both shall be made in writing.

13 BID PRICE

a) The bidder shall quote lumpsum price (unit price per UPS bank along with GST and other charges) for carrying out annual maintenance of 120KVA NBS for one year.

b) Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the bid has been submitted.

c) The bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

d) The Bidder shall quote only in Indian Rupees.

e) The quoted prices shall be on FIRM price basis which shall remain valid throughout the contract period.

14 TAXES AND DUTIES:

Bidder shall quote inclusive of all taxes and duties. If no mention is made then prices quoted will be evaluated as inclusive of all taxes.

While quoting for the material to be supplied, the bidder should take in consideration all levies, duties, GST etc., payable on material/ equipment, component sub-assemblies, raw materials and any other items used in the contract. These shall be on Bidder's account and no separate claim

on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any.

Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner.

In case of deductions of statutory taxes, prevailing procedure will prevail.

As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of Work Contract Tax, Service Tax etc., in respect of this contract and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

15 METHOD OF SUBMITTING THE BID:

a) The bids shall be submitted through e-procurement portal only on or before the last date and time for submission of bids as specified in the bid documents.

b) Bids without requisite EMD as specified in the bid documents will not be able to access for submission of bids.

c) All the documents in support of qualifying requirements shall be scanned and uploaded in the e-Procurement portal https://kppp.karnataka.gov.in.

d) Bids not complying with the documents (to be uploaded in e-procurement portal) and other statutory requirements (Fees/EMD etc) will not be considered for opening of price bids and award.

16 TENDER PROCESSING FEE:

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee as specified in the e-procurement portal https://kppp.karnataka.gov.in.

17 EARNEST MONEY DEPOSIT (BID GUARANTEE):

a) Tender processing Fee means the non-refundable fee specified by the competent authority (e-Governance) to be paid by the individual Bidder for participation in tenders floated on the Karnataka Public procurement portal.t**he bidders shall pay EMD of Rs. 46610/- (Rupees Forty six Thousand Six Hundred ten Only)through e-mode payment only**, via any of the payment modes mentioned in the e-procurement portal https://kppp.karnataka.gov.in.

a) Earnest money deposit will be returned to the unsuccessful bidders as soon as the tenders are finalised.

b) The EMD of the successful bidder will be refunded after fulfilment of the security deposit clause. The EMD shall not carry any interest.

c) Permanent EMD holders (if any) for Turnkey Projects with BESCOM are **Not exempted** from furnishing the EMD. **PEMD HOLDERS SHOULD ALSO FURNISH EMD.**

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

17.1 EMD FORFEITURE

a) The bid guarantee may be forfeited:

- If a Bidder withdraws/modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to Clause 27 and Clause 29 or
- In case of a successful Bidder, if the Bidder fails to sign the Contract; or
- In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee.

b) The EMD shall be submitted along with the bid through e-procurement portal.

c) No interest shall be payable by owner on the above EMD.

18 LAST DATE FOR SUBMISSION OF BIDS:

The tender documents shall be submitted through e-procurement portal https://kppp.karnataka.gov.in on or before **16:00 Hrs of 03-01-2024.**

Proposals shall be received by BESCOM using unified e-Procurement platform of the BESCOM, no later than the time and date stipulated in the tender/e-procurement portal.

Note: It will be in the interest of bidders to familiarize themselves with e-Procurement system to ensure smooth preparation and submission of tender documents, well in time.

19 OPENING OF TECHNO-COMMERCIAL BIDS

The Techno-commercial bids will be opened on **05-01-2024 at16:00Hrs.**

20 CLARIFICATIONS FROM BIDDERS:

To assist in the evaluation and comparison of bids, employer may at his discretion ask the bidder for a clarification of his bid in accordance with KTPP act. The request for clarification and the response shall be in writing but no change in the quoted price is permitted in the post tender clarifications.

21 CONTACTING THE OWNER:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is not made by owner to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. If bidder wishes to bring additional information to notice of the BESCOM, it should be done in writing.

22 REJECTION OF BID

Any effort by a Bidder to influence the BESCOM in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder's bid.

Any false declaration by bidder during or after the bidding process would result in blacklisting of the bidder, forfeiture of entire Performance Bank Guarantee/Earnest Money Deposit and payments due to the bidder.

23 RIGHT TO ACCEPT/REJECT BIDS

BESCOM reserves the right to accept any bid, to annul the Tender process & reject all bids at any time prior to award of Contract, without any obligation to inform the affected Bidders on the grounds for BESCOM's action.

The BESCOM reserves the right to negotiate the financials with the L1 Bidder and seek revised financial bid.

24 EVALUATION OF BIDS:

The bids submitted in e-procurement platform will be evaluated on the basis of techno-commercial information furnished by the bidder. The bids which are submitted fulfilling the qualifying requirements of the

tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the bidder.

25 OPENING OF PRICE BID:

The price bids of all the techno-commercially responsive bidders will be opened after the prior approval from the BESCOM Management and Tender Scrutiny Committee. The date and time of opening of the price bid will be intimated to all qualified bidders through e-procurement portal.

26 EVALUATION/COMPARISON OF PRICE BIDS:

The price bids of the bidders will be evaluated on the total computed cost as per the price bid uploaded in the e-procurement portal.

27 NEGOTIATIONS:

The lowest rates quoted by bidder will be compared with respect to the amount put to tender and prevailing market price. In the opinion of the employer, if the lowest offered rate of the bidder is found to be on the higher side, then negotiation of rates will normally be done with L-1 bidders only in terms of KTPP Act.

28 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

29 LIQUIDATED DAMAGES

The Liquidated Damages charges shall be levied as per Clause 'LIQUIDATED DAMAGES' provided in the General Conditions of Contract, on the total value of the contract/Award amount.

In cases of NBS issues the firm shall provide telephonic/remote services within 4 hrs of intimation by BESCOM.

The spares should be procured and delivered within three weeks after the approval from BESCOM

30 TIME – THE ESSENCE OF CONTRACT

The timelines for carrying out regular maintenance activities including Bi-annual maintenance as detailed in the scope of the work. The important objective is to make sure the smooth functioning of NBS without any deviation from standard NBS functioning parameters.

In case of NBS failing to perform the contractor should provide the telephonic/remote service within four hours from the time of report and if issue persist the onsite support should be within 24 hours from the time of report. The contractor shall organize and engage his workers to complete the works within stipulated time.

31 NOTIFICATION OF AWARD:

Employer will notify the successful bidder in writing by letter or mail that his bid has been accepted prior to expiry of bid validity and/or extended validity period, if any.

32 SIGNING OF CONTRACT

a) At the same time, as the owner notifies the successful Bidder that their bid has been accepted, the owner will send the Bidder the detailed Letter of Intent, incorporating all agreements between the parties.

b) Within 15 days on receipt of the detailed Letter of Intent, the successful Bidder shall sign and date the same and return it to the owner.

c) The Bidder will prepare the Contract Agreement as per the pro-forma enclosed and the same will be signed within 15 (Fifteen) days of Letter of Intent.

33 ISSUE OF WORK AWARD

a) Detailed Work award (DWA) will be issued by the General Manager (DAS), BESCOM.

b) The conditions indicated in the DWA, Bidding Documents and Technical Specifications and Requirements will be binding upon BESCOM and the successful bidder.

c) On receipt of the DWA, if the successful bidder needs clarification on any of the terms/conditions he shall raise the issue specifically and get the matter clarified immediately.

34 USE AND RELEASE OF BID SUBMISSIONS

BESCOM is not liable for any cost incurred by the bidder in the preparation and production of the proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to execution of a formal contract. All materials submitted becomes the property of BESCOM and may be returned at sole discretion of employer.

35 MODIFICATION AND WITHDRAWAL OF BIDS

No modification or withdrawal of bids is permitted in accordance with the unified e-Procurement platform.

36 WORK SCHEDULE

The Contractor shall execute the work as detailed in the scope of work. He shall provide the work plans as detailed in scope of works for Bi-annual maintenance and once approved shall be required to stick to them.

Any other items of work not specifically mentioned, but which are essentially required for satisfactory performance & completeness of these works shall be deemed to be included in the scope of works and the same shall be executed / carried out by the Contractor at mutually agreed rates with BESCOM.

The whole of the works together with any temporary works associated therewith shall be carried out by the Contractor in a satisfactory and workmanship like manner with the materials and workmanship as specified to the entire satisfaction of the concerned official of DAS, and in respect to work the decision of the concerned official of DAS will be final.

37 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

During the Contract, concerned official of DAS shall decide and inform in writing/or through mail to the Contractor that the Contractor has supplied any equipment spares inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, furnish fresh equipment/materials up to the standards of the specifications failing which payments will not be made against that equipment or will be deducted from the payments due to the contractor.The spare list is as per annexure A.

The selected bidder required to replace the faulty parts as and when need arises as per the direction and approval of General Manager (DAS).

The selected bidder shall get the spares materials from the original equipment manufacturers.

Any other spare item not listed in scope but is essential during the course of maintenance,then the spare should be procured from OEM and approval need to be obtained from GM(DAS) before procurement and execution of the work.

38 CORRECTION OF ERRORS.

Bidders are advised to exercise greatest care in entering the pricing figures. No excuses are entertained for the mistakes that have been made or requests for prices to be corrected. The e-Procurement portal will not allow any corrections after the submission of the bid.

39 PERFORMANCE BANK GUARANTEE.

The successful bidder shall deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) within 15 days, after the receipt of LOI or prior to signing of the contract whichever is earlier from a Nationalized Bank, payable on demand at Bangalore, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for **an amount of 10% of the total contract value.** All charges whatsoever such as premium, commission etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.

The validity of the performance bank guarantee shall be valid up to 27months(**90 days after the end of contract Period+ 12 months warranty period for the spares replaced)** be as per the terms and conditions in the Performance Bank Guarantee mentioned in the General Conditions of Contract(GCC).

The Performance Bank Guarantee shall be discharged/returned by BESCOM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee(PBG).

In the event of the bidder being unable to service the contract for whatever reason, BESCOM shall revoke the PBG. BESCOM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.

The PBG shall be furnished in format prescribed by employer (shall be provided on receipt of LOI by the successful bidder)

S/d
General Manager (DAS)
BESCOM